



CUSTOM WOOD PRODUCTS, INC.

1901 W. Hively Ave. • Elkhart, IN 46517
Phone (574) 522-3300 • Fax (574) 522-3303

US EPA, Region 5
Superfund Division, Enforcement and Compliance Assurance Branch
77 W Jackson Boulevard, (SE-5J)
Chicago, IL 60604

RE: Lusher Street Groundwater Contamination Site

Attn: Grace Co

Enclosed is our response to your request for information. Please let me know if you need anything further.

Thank You,

Raju K. Shah

Custom Woodworking, Furniture, & Moldings

Response to Question 1: (prepared by Raju K. Shah)

Custom Wood Products, Inc. leased space at 1515 Leininger Ave from approximately November 1, 2008 until January 31 2012. Production operations were ended December 23, 2011 and moved to a different facility. (see supporting documents A, and B)

Custom Wood Products, Inc. currently operates at the 1901 W. Hively Ave, which is outside the boundaries of the Lusher Street Groundwater Contamination Site.

Response to Question 2: (prepared by Raju K. Shah)

While operating at 1515 Leininger Ave., Custom Wood Products, Inc. never used, purchased, stored, treated, disposed of, transported, or otherwise handled material containing chlorinated solvents.

Response to Question 3: (prepared by Raju K. Shah)

- a) Custom Wood Products, Inc. used an outdoor trash hopper while operating at 1515 Leininger Ave. A garbage removal company, Allied Waste, provided the trash hopper to us. Enclosed is a map of the facility with the approximate location of the trash hopper marked in red. (see supporting document C)
- b) The trash hopper measured approximately 8' x 7' x 22'
- c) The unit was in use from November 1, 2008 until January 31, 2012.
- d) The unit was used for disposal of trash, which was picked up approximately once per month.
- e) There were no hazardous substances or chemicals stored in or disposed of in the trash hopper. It was used for cardboard, plastic, foam, and other general garbage, which was generated at the facility.
- f) The unit was made of steel, had a volume of approximately 40 cubic yards and was in good condition. The unit was never cleaned while in use at 1515 Leininger Ave.
- g) When Custom Wood Products, Inc. vacated the facility at 1515 Leininger Ave., Allied Waste, was called to remove the trash hopper from the site. Since no chemicals or hazardous materials were ever disposed of in the trash hopper, no special measures were taken to prevent potential release of waste.

Response to Question 4: (prepared by Raju K. Shah)

There were no leaks, spills, or releases of any chlorinated solvents or materials containing chlorinated solvents from our facility at 1515 Leininger Ave.

Response to Question 5: (prepared by Raju K. Shah)

Custom Wood Products, Inc. had an EPA #: INR000129361 for the location.

On July 17, 2009 Custom Wood Products, Inc. was issued an Minor Source Operating Permit No. M039-27616-00693 for the facility at 1515 Leininger Ave. (see supporting document D)

Response to Question 6: (prepared by Raju K. Shah)

Custom Wood Products, Inc. has no knowledge of any persons or entities that may have information about chlorinated solvents being used within the boundaries of the Lusher Street Ground Water site.

Response to Question 7: (prepared by Raju K. Shah)

Custom Wood Products, Inc. has no knowledge of any persons or entities that may have been responsible for any leaks, spills, or releases of chlorinated solvents within the boundaries of the Lusher Street Ground Water site.

CONTRACT FOR SALE OF ASSETS

This contract of Sale of Assets is dated this ST 31 day of October, 2008, by and between PW Products, LLC / FED ID: 20-8936766 (hereinafter referred to as "PW") and Partner Supply, Inc / FED ID: 03-0456538 (hereinafter referred to as "PS") of 1515 Leininger Ave., Elkhart, IN 46517, collectively referred to as "Seller"; and Custom Wood Products, Inc. / FED ID: 62-1403789 (hereinafter referred to as "CWP") of 711 E. Waterford St., Wakarusa, IN 46573, referred to as "Purchaser". Seller is the owner of certain business property, both tangible and intangible, located in Elkhart County, Indiana which is used in manufacture, importing, assembly, finishing and sales of wood and wood products.

PW shall sell and transfer to Purchaser all of its rights, title and interest in the business property of PW Products, LLC, and PS shall sell and transfer certain inventory, according to the terms of this contract, and the Purchaser shall purchase said assets, rights and title. The parties also acknowledge their intent to enter into separate related agreements by which PW/PS and its owners shall enter into a covenant not to compete and a sales/marketing representation agreement with the Purchaser and an agreement by which CWP shall have the right to use certain warehouse/manufacturing space in the facility currently used by PW/PS.

PW shall sell and transfer to Purchaser all business property and assets owned by PW (including assets set forth on a partial list signed and dated Oct. 2008) all of which is referred to as the "Contract Assets," and more fully described as: all business property, including but not limited to, (1) machinery and equipment with dies, power tools and hand tools, arbors and fixtures and test equipment; (2) office furniture and equipment, office supplies and file cabinets with all necessary documents, all prints and products designs, pricing information, customer orders and lists, credit information, invoices and shipping records, supplier and pricing information, computers, hardware and software systems; (3) inventory including all materials, factory supplies, work in progress, finished goods and good will of said business; (4) PW phone and fax numbers and e-mail addresses; and (5) dust systems, air compressor system, humidification system, and paint booths with air make-up system.

The following assets of PW (collectively, the "Excluded Assets") are not part of the sale and purchase contemplated hereunder and are excluded from the Contract Assets, and shall remain the property of PW after Closing: (1) all cash, cash equivalents and short-term investments; (2) all accounts receivable of PW prior to closing; and (3) all real property, whether owned by PW or its shareholders.

The purchase and sale provided for in the Contract (the "Closing") will take place at the offices of the Seller on October 31ST, 2008.

Exhibit B

Rental Agreement

As additional consideration to the Contract For Sale Of Assets, it is agreed that PS shall rent a portion of the premises which it occupies, at 1515 Leininger Ave., Elkhart, IN 46517, to CWP for a period of three (3) years. The area rented shall include Paint Room "P", consisting of fourteen thousand (14,000) square feet; the Assembly Room "A", consisting of twenty-six (26,000) square feet; and a part of the Warehouse space "W", consisting of approximately ten thousand (10,000) square feet, and which has a common wall with the Assembly Room "A". Thus the total area to be occupied by CWP is fifty thousand (50,000) square feet. CWP shall also be provided the use of loading docks and parking areas sufficient to facilitate its business operations.

The monthly rental for the space rented shall be the sum of Four Thousand One Hundred Dollars (\$4,100.00) per month. CWP shall also be responsible for the payment of a pro rata share of the gas, electric, water and sewer utilities provided to the premises, calculated on a pro rata basis, based on the square footage served. CWP shall be responsible for insuring its own personal property and providing its own liability insurance. CWP shall have the right to renew this rental agreement for up to two (2) additional years, by giving notice within thirty (30) days of the expiration of the original three (3) year period. The monthly rent for this renewal period will be adjusted by the amount of percentage increase in the CPI during the original three (3) year period.

CWP shall have the right of first refusal on the premises as long as CWP is a tenant on the premises. The owner of the premises shall promptly deliver to CWP, a copy of any bona fide offer, and CWP may within ten (10) days thereafter, decide to purchase the premises on the same terms set forth in such offer.

If at any time during the two (2) year renewal period, the premises is sold to an unrelated entity, the rent may be adjusted to fair market value in order to facilitate said sale. However, PS and its owners shall be responsible for paying half of the increase in rent seen by CWP for the remainder of the two (2) year renewal period.

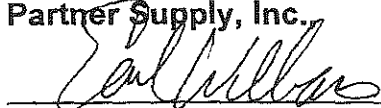
The first month rent will be due at closing (prorated by days) and rent will be due on the 5th of each month thereafter.

Items such as paint booths and air make up system, compressor and compressed air system, are presently installed and operating on PS premises. As CWP is now purchasing such items from the Seller, CWP will be allowed to remove such items from the premises, should there be any need to relocate away from the rented premises, for any reason.

CWP will have up to 120 days from the Closing date to plan, consolidate, and move all equipment and inventory acquired from PW/PS within the CWP portion of the premises.

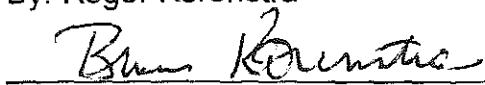
Dated this 31st day of October, 2008.

Partner Supply, Inc.



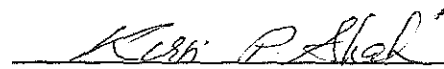
By: Earl Williams

By: Roger Korenstra



By: Bruce Korenstra

Custom Wood Products, Inc.,



By: Kirti P. Shah



By: Raju K. Shah



Raju Shah <rajushah98@gmail.com>

RE:

1 message

Bruce Korenstra <BKorenstra@betterwaypartners.com>
To: Raju Shah <raju@customwoodinc.com>

Wed, Nov 30, 2011 at 11:06 AM

Raju – Congratulations on your building purchase. I'm sure that will help streamline your production.

I believe Earl and company will take over your space as soon as it is available. Unless you let me know differently we will plan that January will be your last month.

Thanks for the communication. Bruce

From: Raju Shah [mailto:raju@customwoodinc.com]
Sent: Wednesday, November 30, 2011 10:03 AM
To: Bruce Korenstra
Subject:

Bruce,

I wanted to let you know that we have reached an agreement to buy a new building. We expect to close around December 15th and I intend to vacate the space at Leininger by the end of January. Let me know if you have any questions or concerns.

Thanks,

Raju

Custom Wood Products, Inc.
PO Box 925
Wakarusa, IN 46573
PH: 574-862-2815
FX: 574-862-2140

Document C

Question 3



Google earth

feet
meters



Approximate location
of trash hopper.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

Mitchell E. Daniels Jr.
Governor

Thomas W. Easterly
Commissioner

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Minor Source Operating Permit OFFICE OF AIR QUALITY

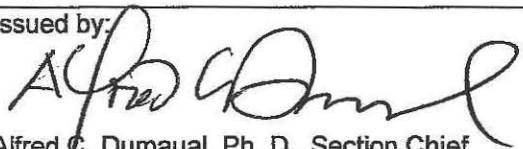
Document D
Question 5

Custom Wood Products, Inc.
1515 Leininger Ave.
Elkhart, Indiana 46517

(herein known as the Permittee) is hereby authorized to operate subject to the conditions contained herein, the source described in Section A (Source Summary) of this permit.

This permit is issued to the above mentioned company under the provisions of 326 IAC 2-1.1, 326 IAC 2-6.1 and 40 CFR 52.780, with conditions listed on the attached pages.

Indiana statutes from IC 13 and rules from 326 IAC, quoted in conditions in this permit, are those applicable at the time the permit was issued. The issuance or possession of this permit shall not alone constitute a defense against an alleged violation of any law, regulation or standard, except for the requirement to obtain a MSOP under 326 IAC 2-6.1.

Operation Permit No.: M039-27616-00693	
Original signed by: Alfred C. Dumauual, Ph. D., Section Chief Permits Branch Office of Air Quality	Issuance Date: July 17, 2009 Expiration Date: July 17, 2014
First Notice-Only Change No. 039-28814-00693	
Issued by:  Alfred C. Dumauual, Ph. D., Section Chief Permits Branch Office of Air Quality	Issuance Date: January 11, 2010 Expiration Date: July 17, 2014

Certification of Document

I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

 , President

Raju K. Shah, President

4/15/2014

Date